



FOR CLERK USE ONLY	
City Council	8
Item No.	

CITY COUNCIL OF THE CITY OF CALEXICO FACT SHEET

Human Resources/Risk Management

Department

July 20, 2010

Requested Date

1. **Request:**

City Council approval	<input checked="" type="checkbox"/>	Information Only/ Presentation	<input type="checkbox"/>
Other (specify)	<input type="checkbox"/>	Hearing	<input type="checkbox"/>

2. **Requested Action:**

Authorize City Manager to sign agreements with the training agencies: IVC Workability III Program; IVC Work Study; IVROP Project ACE; SER Senior Community Service

3.

Cost:	Decrease	<input type="checkbox"/>	Amount:	_____
	Increase	<input type="checkbox"/>	Source:	_____
	Decrease	<input type="checkbox"/>	Amount:	_____
Does Not Apply		<input type="checkbox"/>	Unknown at this time	X IVC Workstudy

4. **Reviewed By:**

Finance Dept. on _____ By: _____
Comments: _____

City Attorney on _____ By: _____
Comments: _____

Note: Back up must be submitted along with this form. Deadline is 5:00 p.m., 2 Fridays before the scheduled meeting date.

CLERK USE ONLY:

CITY COUNCIL DATE:

Action	<input type="checkbox"/>	Filing	<input type="checkbox"/>
Consent	<input type="checkbox"/>	Presentation	<input type="checkbox"/>
Hearing	<input type="checkbox"/>	Other(specify)	<input type="checkbox"/>

Reviewed by: City Clerk _____
Date _____

City Manager _____
Date _____

CITY COUNCIL AGENDA REPORT

SUBJECT: City participation in work training programs

AGENDA DATE: July 20, 2010

PREPARED BY: Rosalind Guerrero, Human Resources/Risk Management Director 

APPROVED FOR AGENDA BY: Victor Carrillo, City Manager

RECOMMENDATION: Authorize the City Manager to sign agreements with the On the Job Training programs

FISCAL IMPACT: IVC Work Study – 35% of trainee's cost
All other – no fiscal impact

BACKGROUND INFORMATION: (Prior action/information):

The city of Calexico throughout the years uses the services of training agencies. The partnership allows the trainee to learn skills that will contribute to the trainee's transition to employment opportunities in the public or private sector.

The training agencies have been allocated funding that allows the placement of trainees from different age groups, minors to adults. The following agencies have requested the city's participation to use the services available:

Imperial Valley College – Workability III Program

Imperial Valley College – Work Study Program

Imperial Valley Regional Occupational Program – Project ACE (Youth program)

SER - Senior Community Service Employment Program

The agreements with each agency is for a one year period ending June 30, 2011. The IVC Work Study Program pays 65% to 100% of the trainee's salary. All other programs cover the trainee's salary 100%. As the city has used the services of IVC Work Study Program for the previous 17 years, city departments have budgeted funds for the 2010-2011 fiscal year.

Agenda Item No. _____

Page _____ **of** _____

DISCUSSION (Current consideration):

Staff is recommending approval to use the services of the training agencies by providing training opportunities to interested applicants. The Human Resources Department will assist city departments in identifying availability of providing training.

RECOMMENDATION:

Authorize the City Manager to sign the agreements with each of the training agencies.



IMPERIAL VALLEY COLLEGE

P.O. Box 158, Imperial, California 92251

(760) 352-8320 • FAX (760) 355-2663

June 14, 2010

Dear Mrs. Guerrero,

This letter is to inform you that the Imperial Valley College Workability III Program delivers quality recruitment services at no expense to local businesses. We now have a new service to employers interested in participating in our program, called "On-The-Job-Training." These services can help you save money and time by giving you the opportunity to get reimbursed for the months the worker is being trained, normally two or three months or longer if needed. The individuals we refer are only those who are motivated workers who have a wide variety of skills and abilities.

We are confident our program can offer you valuable assistance. We would appreciate the opportunity to meet with you in person to explain exactly who we are, what we do, and how we can meet your need to recruit quality employees.

Sincerely,

Adriela Belellano
Career Development Specialist
(760) 355-6317
adriela.belellano@imperial.edu

Maria Neely, M.S.
Employer Liaison
(760) 355-6315
maria.neely@imperial.edu

On the Job Training Program Department of Rehabilitation

IMPORTANT FACTS YOU SHOULD KNOW

REHABS FLEXIBLE PROGRAM

The biggest advantage of our program and a reason why it is hard to describe in general terms, is *flexibility*. We realize that each training situation is different and must fit the individual needs of the employer and the worker.

TRAINING AGREEMENT

The only paperwork required from you is a monthly billing for reimbursement and a monthly report of the worker's progress in training. We have a short one page form available for both purposes, or you may use your own form.

TRAINING COSTS

Under certain circumstances we may be able to assist you with any extra costs you may have to incur in training our client. These costs and times usually decrease over time, assuming the worker will become more productive and require less supervision.

LENGTH OF TRAINING

The training period may vary depending upon training needs.

HIRING THE WORKER

In most cases, we require that you intend to hire the worker if he or she performs satisfactorily during training.

TOOLS, BOOKS, UNIFORMS

We can usually help provide the worker with necessary tools, equipment, books, and uniforms.

WE CAN BOTH BENEFIT FROM THIS PROGRAM

Our Benefit

We get people with disabilities trained and back into the labor market

Your Benefit

- You get a worker that was prescreened and found to have the potential for the job
- During training you get an opportunity to fully evaluate the worker to see if he is right for your company
- The worker learns to do the job your way
- You SAVE MONEY \$\$\$\$

**NOW THAT YOU HAVE THE BASICS, LET'S GET TOGETHER
AND DISCUSS THE SPECIFICS**



On the Job Training Fact Sheet

What is On The Job Training?

1. It is a way to hire and train someone on the job and receive a training reimbursement.
2. The length of the training varies – but usually lasts between 3-6 months in duration.
3. A Counselor and Job Developer are available to support the employer and trainee during this training period.
4. An agreement is developed between all parties that outline the job and training needs.

The Department of Rehabilitation works collaboratively with many local organizations to assist people with disabilities to become employed.

We have collaborative partnerships with the:

- High School Transition Partnership Programs
- Community Based Organizations
- Mental Health Cooperatives
- College Disabled Students Programs-Workability Programs
- Workforce Development, One Stop Programs
- Adult Education and ROP Programs

The Department of Rehabilitation office:

El Centro DOR Branch Office
1214 State Street Suite # A
El Centro, CA 92243
(760) 353-1350

Visit our website at –
www.dor.ca.gov

ON-THE-JOB TRAINING
Letter of Agreement
American Recovery and Reinvestment Act

State of California
Department of Rehabilitation
Address _____

Telephone: _____

Employer/Trainer

The California Department of Rehabilitation hereinafter called "The Department," and _____, The Trainer, agree to enter into an On-the-Job Training (OJT) Agreement to provide on-the-job training to _____, the Trainee, in the occupation of _____. The Trainer, for and in consideration of the terms set forth in this agreement, and in accordance with all applicable laws and regulations governing employment, agrees to provide on-the-job training to the Trainee. In consideration of the training services rendered to the Trainee, the Department agrees to pay the Trainer a training fee as set forth in this agreement. This OJT agreement is not a legally binding contract and may be modified or terminated at any time by the trainer or the Department.

The training period shall be from _____ 20____, to _____, 20_____.

Hours of work shall be _____ AM till _____ PM _____ days a week. Trainee shall have _____ for lunch and two _____ minutes breaks during the day.

Schedule of time off includes: _____

Number of hours to be spent in the shop or field: _____

Instruction and supervision shall be given by _____, and in his/her absence, by _____.

The Trainer agrees to provide instruction to the Trainee on the following specific work skills and essential functions, technical knowledge, and/or operation of tools/machines, if any:

- 1)
- 2)
- 3)

(please attach additional sheets, if necessary)

The Trainer agrees to pay the Trainee the following wages during training at the prevailing rate paid other employees with similar knowledge and skills: \$ _____ (per hour, week, month) for _____ week(s)/month(s).

The Trainer understands that an employee/employer relationship exists and the Trainer is responsible for the following:

1. Application and required employer contribution such as unemployment insurance benefits and social security.

2. Withholding from the trainee's earnings applicable and required deductions such as state and federal income taxes, Social Security, and State Disability Insurance.

~~3. Employ the Trainee upon completion of training.~~ *Py*

4. Inform the Department of any problem that may arise and agrees to submit monthly progress reports on the last day of each month with his/her invoice.

The Department agrees to pay the Trainer a training fee per month or a prorated portion thereof, as follows: \$ _____.

The Department is responsible for the full amount of any additional workers' compensation insurance premium expenses incurred by the Trainer during the Trainee's training period.

The Department agrees to provide the following accommodations, if needed:

Trainee Signature:

Date:

DOR Counselor Signature:

Date:

Trainer/Employer Signature:

Date:

Copies to:

(1) Trainer/Employer

(2) Trainee

(3) DOR Workforce Development Section

(4) Consumer Case File

IMPERIAL VALLEY COLLEGE
WORK-STUDY CONTRACT AGREEMENT
2010-2011

AGREEMENT

THIS AGREEMENT is executed as of the _____ day of _____, 20____
by and between Imperial Valley College (hereinafter called "**Institution**"), and the
employer,
_____, hereinafter called "**Agency**".

WITNESSETH

WHEREAS, it is the intention of the parties to participate in the Federal Work Study Program, pursuant to Title IV, Part C, Section 441-446 of the Higher Education Act of 1965 as amended (42 U.S.C. 2751-2756) for the purpose of providing work to students eligible for the program; and

WHEREAS, Institution and Agency desire that certain of the Institution's students engage in work for public and private nonprofit Agencies under the Federal Agency Work Study Program, authorized by the Higher Education Act of 1965, and,

WHEREAS, Institution and Agency desire that certain of the Institution's students and participants of the CalWORKs Program engage in work for private, for profit or private nonprofit and for public agencies under provisions of the State CalWORKs Program,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. The Institution shall be the employer of record. It has the ultimate right to control and direct the services of the student for the Agency. It shall also determine that the students meet eligibility requirements for employment under at least one of the Work-Study Programs: Federal Agency Work Study, Federal Extended Opportunities Programs and Services Work Study, College CalWORKs Program, the Institution shall assign eligible students to work for the Agency, and determine that students do in fact perform their assigned work. In addition: students' awarded hours may be modified (**INCREASED/DECREASED**), by the Institution based on the availability of federal and state funds. The Agency's responsibility for supervision shall be limited to direction of the details and means by which the result is to be accomplished.

2. Agency shall meet any and all other conditions as set forth in the Work Study Guidelines for the higher Education Act of 1965, and set forth in the California Education Code, part 42, as amended.
3. The Work performed by such students shall be in the public interest or, in the case of private for profit employment, work shall be related to the student's academic major, course work, or career interest, and shall not:
 - a. Displace or supplant employed workers or positions budgeted for regular employees in the previous or subsequent 12 month period; nor shall work require any funds appropriated for this program to supplant any state, federal, institutional or other funds used to support previous or existing paid positions in any profit or nonprofit agency; impair existing contracts for services; nor fill positions that are vacant because the employer's regular employees are on strike;
 - b. Involve any partisan or nonpartisan political activity associated with a candidate or with a contending faction or group in an election for public or party office
 - c. Involve any lobbying on the Federal level; nor
 - d. Involve the construction, operation, or maintenance of any facility that is used or is to be used for sectarian instruction or as a place for religious worship.
4. Agency agrees:
 - a. To utilize the services of qualified students referred to it by the Institution who are eligible to participate in the Federal Work Study Programs, hereinafter referred to as "Participants".
 - b. To submit a request form for student referral, hereinafter called "**Work Study Job Description Form**", which provides all of the following information:
 1. The total number of all positions available;
 2. A job description of each available position, including the suggested rate of pay;
 3. The skills required of the prospective Participant;
 4. Preferred days and hours.

- c. Provide a mutually acceptable workstation to participant and, in so doing, to provide supervision, necessary equipment, materials and tools. The Institution shall in no way be held liable for the operation of vehicles, equipment and tools. Agency will permit supervision by a representative of the Institution.
- d. Complete all necessary monthly time keeping for accounting purposes on forms provided by the Institution. Certify the accuracy of hours reported and of satisfactory performance on the part of the Participant.
- e. Provide a written evaluation of work performed at the end of each employment period and, on an annual basis make available to the Institution, and/or the U.S. Department of Education, all records pertaining to the placement of Participants under this Work-Study Agreement.
- f. Participants are allowed to work fifteen (15) hours per week. However, **permission may be approved for a limited extension** of not more than twenty (20) hours per week under special conditions. The extent of the student's financial need and the potential harm of the combination of work and study hours on a student's academic progress shall be taken into consideration when determining maximum hours a student can work on an individual case basis. Participants must be enrolled at Imperial Valley College to be eligible for College Work Study.
- g. Pay monthly to the Institution a percentage of the total compensation
 - 1. Non Profit Agency 35%
 - 2. For Profit Agency 50%
 - 3. CalWorks Program 35%
 - 4. Federal EOPS 0%
- h. The Agency, both profit and non-profit, also agrees to reimburse the Institution for **Worker's Compensation Insurance** which shall be computed at the rate of .54% or less of the gross wages earned by participants.
- i. In accordance with Title VI of the Civil Right Act of 1964 and Title IX of the Educational Amendments of 1972, the services and benefits of the Agency, which involve the work of such students, shall be available to all persons regardless of race, color, national origin, or sex, religion or handicap. No student shall be denied participation in the Federal Work Study Programs because of race, color, national origin, or sex, religion handicap.

5. **Institution agrees:**

- a. To screen and refer Participants to prospective Agencies.
 - b. To notify the Agency of any student who may become **ineligible**.
 - c. To review, with the Participants, the terms of the **Job Description Form** submitted by the Agency.
 - d. Upon the verbal or written request of the Agency, the Institution will accept the termination of any Participant provided by the Institution.
 - e. **The Institution shall be responsible for the administration of the College Work Study Program, the maximum hours allowed and the rate of pay per Participant.** The Agency shall not make payments of money to Participants.
 - f. During the term of this Work-Study Agreement, the Institution shall obtain and keep in force at all times, Workers' Compensation Insurance covering all Participants during assigned working periods.
6. Compensation to be paid to Participants shall be no less than the state minimum wage, and, shall be appropriate and reasonable in light of the work to be performed by them. Rate of pay shall be subject to approval by Institution.
7. In accordance with Title VI of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, the services and benefits of an Agency, which involve the work of students, shall be available to all persons regardless of race, color, national origin, or sex, religion or handicap. No student shall be denied participation in the Federal Work-Study Programs because of race, color, national origin, or sex, religion or handicap.
8. Compensation of Participants for work performed on a project under this agreement will be disbursed--and all payments due as an employer's contribution under State of local Workers' Compensation laws, under Federal or State Social Security laws, as required, will be made--by the Institution unless otherwise required by state law.
9. To the extent authorized by law, Institution shall indemnify, hold harmless and defend the Agency, its officers, agents, and employees against all liability, claims, losses, demands and actions for injury to or death of persons or damage to property arising out of or in consequences of this agreement, provided such liability, claims, demands, losses or actions are due to the negligent acts or

omissions of the Institution, its officers, agents, employees or student-participants in the performance of this agreement; and

10. To the extent authorized by law, the Agency shall indemnify, hold harmless and defend the Institution, its officers, agents and employees against all liability, claims, losses, demands and actions for injury to or death of persons or damage to property arising out of or in consequences of this agreement, provided such liability, claims, demands, losses or actions are due to the negligent acts or omissions of the Agency, its officers, agents, or employees in the performance of this agreement.
11. Contract Agreement may be canceled by either party upon seven (7) days advance written or verbal notice to the other party.
12. This Contract Agreement shall be subject to the availability of funds to the Institution for the portion of the Participant's compensation not to be paid by the Agency. It shall be subject to the applicable provisions of Title IV, Part C, Sections 441-446 of the Higher Education Act of 1965, and/or to Article 18 of the California Education Code.
13. This Contract Agreement shall be effective **July 1, 2010** and terminate **June 30, 2011**, unless terminated sooner.
14. This Contract Agreement may not be changed except by a written document signed by authorized representatives of Agency and Institution.
15. This Contract Agreement constitutes the entire agreement between the parties. There is no express or implied agreement except as stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

By:

By:

Signature of Institutional
Contracting Officer

Signature of Agency
Representative

Janis L. Magno
Dean of Financial Aid & State Programs

Name of Agency Representative (Please print or type)

Imperial Valley College
Name of Institution

Name of Agency

P.O. Box 158
Mailing Address of Institution

Mailing Address of Agency

Imperial, CA 92251
380 E. Aten Road
Institution Street Address

Agency Street Address

Imperial, CA 92251
(760) 355-6257

Telephone Number

Agency State Tax Number

Imperial Valley Regional Occupational Program

687 State Street • El Centro, California 92243 • (760) 482-2600

PUBLIC/PRIVATE SECTOR TRAINING AGREEMENT

This agreement is made and entered into this _____ day of _____, 20_____,
between Imperial Valley Regional Occupational Program (hereafter "IVROP") and _____
(hereafter "WORKSITE"). The term if this agreement shall be from _____, 20_____,
thru _____, 20_____.

Participant's Name _____ Job Title: _____

IVROP agrees to:

1. Pay the participant's wages.
2. Provide Worker's Compensation coverage for the participant.
3. Provide worksite with IVROP Program Handbook, Payroll Schedule and Time Sheets.
4. Assess participant and assure that he/she meets the minimum job requirements/specification.
5. Monitor participant and provide guidance and counseling as deemed necessary.
6. Provide worksite with written notification if terminating training agreement for the following reasons:
 - a) Failure to comply with IVROP policies and procedures.
 - b) Funds authorized for use by IVROP are reduced or are not available due to action by the State Job Training Office.
 - c) Insufficient work available to keep the participants gainfully occupied during regular working hours.

WORKSITE agrees to:

1. Provide Assurance that it will comply with all IVROP policies and procedures.
2. Provide Assurance that the participant will not be loaned, transferred, sub-contracted, or perform services for any other contracting agency.
3. Provide Assurance that sufficient work, tools and materials will be available for the participant to carry out his/her work assignment.
4. Provide Assurance that participant will receive an on-the-job safety orientation and instruction on proper use of the equipment for reasonable protection against bodily injury and equipment damage.
5. Provide Assurance that any accident or injury sustained by the participant, no matter how minor, will be reported to the IVROP staff.
6. Provide Assurance that all provisions of Child Labor Laws will be adhered to.
7. Provide Assurance that the participant's time sheet will be kept daily by the immediate supervisor or alternate supervisor.
8. Provide Assurance that the IVROP staff will be contacted for youth problems on the job (i.e., absenteeism, tardiness, poor work performance, etc.)
9. Provide Assurance that the worksite will comply with regulations ensuring that youth do not displace, cause hours of work to be reduced or infringe upon the rights of regular employees.
10. The Participant shall not exceed _____ hours of work.
11. Hold harmless IVROP, its agents, officer and employees from legal liability arising out of errors, omissions or negligent performance by the participant, to include any losses incurred as a result of the student's being assigned duties which require the handling of cash or other monetary instruction.

IVROP Representative Signature: _____ Date: _____

WORKSITE Representative Signature: _____ Date: _____



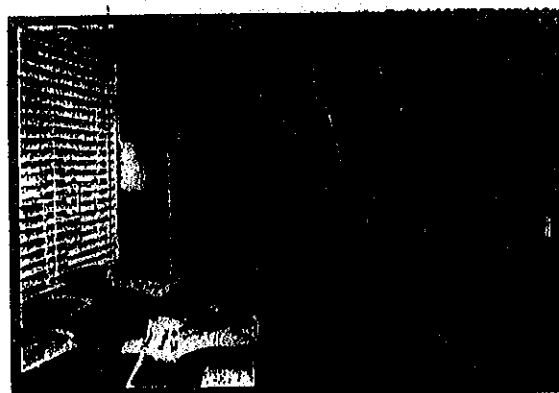
Preparing Students For Work:
It's Our Business

IMPERIAL VALLEY REGIONAL OCCUPATIONAL PROGRAM

PROJECT SUMMER YOUTH JOBS

WORK EXPERIENCE

Looking for summer employees?



EMPLOYERS

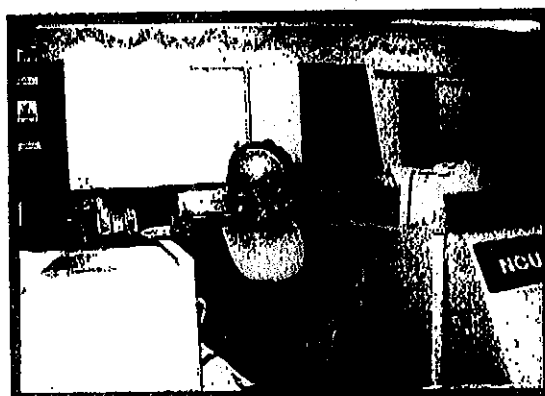
- ⇒ Looking for employees?
- ⇒ Want to upgrade your employee's skills?
- ⇒ Want to increase your profits?

PROJECT YOUTH JOBS

PREPARING STUDENTS FOR WORK: IT'S OUR BUSINESS

PROJECT YOUTH JOBS OFFERS:

- ⇒ Approximately 220 hours of paid training or work experience
- ⇒ Worker's Compensation
- ⇒ Job Readiness Preparation
- ⇒ Team of professionals with resources to assist you
- ⇒ Customized Training if necessary
- ⇒ Highly trained employees between the ages of 14 and 17



(760)337-3096

2995 S. 4th Street Ste. 102
El Centro, CA 92243

WWW.IVROP.ORG

**SER SCSEP**

(This is a Training Program for SCSEP Participants)

61 - Host Agency Agreement

See Sections 11, 13, & 22 of the PY09 SOP

County: _____ SG# _____

Agency/Organization: CITY OF CALEXICOFEIN: 95-600084

The Senior Community Service Employment Program (SCSEP) was established to foster and promote useful part-time opportunities for individuals over 55 years old with the greatest economic need. The SER SCSEP partners with non-profit organizations and public agencies that can provide meaningful training opportunities in community service.

SER SCSEP responsibilities:**Agency/Organization responsibilities:**

- | | |
|---|--|
| ◆ Assessment of the participant's skills; | ◆ Provide supervision, training, and a safe training site; |
| ◆ Development of a customize employment plan; | ◆ Agree to the policies and procedures outlined in the SER SCSEP Host Agency Handbook; |
| ◆ Assignment to a suitable training site; | ◆ Make a commitment to give consideration to hiring the participant [no special consideration to select the participant is implied]; |
| ◆ Create a list of training activities and appropriate schedule for each participant; | ◆ Cover the cost for background checks, health screenings or drug testing required by the agency; |
| ◆ Provide compensation (at the federal/state minimum wage) to participants for training; | ◆ Maintain open communication with the SCSEP staff regarding the participant's training and any issues/situations; |
| ◆ Provide job search guidance through employment referrals and job readiness workshops; | ◆ Agree not to use participants as substitutes for permanent employees; |
| ◆ Communicate to host agencies any changes in regards to training and/or SCSEP policies and procedures; | ◆ Commit not to replace a laid off employee [within 2 years] with a SCSEP participant; |
| ◆ Ensure periodic rotation of participants to other host sites for additional training experience; | ◆ Agree not to compensate the participant in any form or manner; |
| ◆ Conduct annual/bi-annual informational Host Agency meetings; and | ◆ Attend SER SCSEP host agency meetings; and |
| ◆ Cover all SER participants under a workers' compensation insurance policy during training hours. | ◆ Provide a copy of the following upon request: General liability insurance, IRS 501(c)(3) letter [non-profits], submit an annual HA Assessment of SCSEP, and a completed In-kind Contribution Documentation form quarterly [if applicable]. |

Thank You for partnering with SER SCSEP to enhance employment opportunities for the participants that will be placed with the agency/organization. The subsequent representative's signature on this agreement acknowledges the agency has read and understands the above requirements. It further signifies the agency accepts and agrees to cooperate with SER SCSEP.

This agreement will be in effect from the date signed until June 30 of following year [one program year]; a renewal of this partnership must be signed each program year [July - June].

Please check each appropriate box:

Type of Agency/Organization: <input type="checkbox"/> Non-Profit Organization Tax exempt under the Internal Revenue code 501(c)(3) <input checked="" type="checkbox"/> Public Organization Government agency-federal, state, county, city	Participant Supervisor is Paid From: <input type="checkbox"/> Federal funds <input type="checkbox"/> Non-federal funds	Additional Sites: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, need HA Agreement- Additional Sites
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CITY OF CALEXICO
 Agency/Organization - Main Office Location
608 HEBER AVE CALEXICO, CA 92231
 Address City, State, ZIP

Agency/Organization Representative Name (Print)

Agency/Organization Representative Signature Date Signed

SER, JOBS FOR PROGRESS INC.
 SER SCSEP Site
155 W. MAIN ST. EL CENTRO, CA 92243
 Address City, State, ZIP

ESTEBAN GONZALES
 SER SCSEP Site Coordinator Name (Print)

SER SCSEP Site Coordinator Signature Date Signed